

Issued October 22, 1942

Reserve

1942 WHEAT PURCHASE PROGRAM REGULATIONS (WR)

In order to retain in the Ever-Normal Granary a supply of high-quality wheat which would, because of the lack of available storage space, otherwise be forced into the channels of trade, the Commodity Credit Corporation has been authorized to purchase eligible wheat, as provided herein.

A. ELIGIBLE PRODUCER

Eligible producers shall be any person, partnership, association, or corporation who would, under the eligibility requirements for wheat loans, be eligible for a wheat loan at the full loan rate.

B. ELIGIBLE WHEAT

Eligible wheat shall be wheat of any class grading No. 2 or better, containing not more than $13\frac{1}{2}$ percent moisture, produced in 1942, the beneficial interest to which is and always has been in the eligible producer. Wheat containing in excess of $13\frac{1}{2}$ percent moisture shall NOT be eligible for purchase.

C. PURCHASE PERIOD AND RATES

1. The purchase period shall close on December 31, 1942, or on such earlier date as the available Commodity Credit Corporation-owned local bin storage space is exhausted.
2. The purchase price per net bushel to be paid for eligible wheat grading No. 2 or better, delivered to a C.C.C. bin site shall be the loan rate applicable at the point of delivery to the class, grade, and protein content of the wheat delivered.

It is not the intention of the program to provide for the purchase of wheat grading below No. 2. However, in the event wheat which has been delivered into a C.C.C. bin is found to grade below No. 2, such wheat may be purchased at a price 15 cents per bushel below the 1942 loan rate applicable for No. 2 wheat of a like class, plus an additional discount of one cent per bushel for each 1 percent damage in excess of 7 percent total damage.

CAUTION: County committees shall use every precaution in preventing the delivery into C.C.C. bins of any wheat grading below No. 2 or containing in excess of $13\frac{1}{2}$ percent moisture.

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D. OFFER OF SALE

Producers desiring to sell their wheat under the terms and conditions of the program must apply to the county committee of the county in which the delivery point is located.

The committee shall determine whether the applicant is an eligible producer, and as nearly as possible whether the applicant's wheat is eligible for purchase. If the producer is eligible and it appears from information obtained that the wheat is eligible, the county committee should prepare, in duplicate, the "Offer of Sale" (copy attached). The names and addresses, and amounts to be paid out of the purchase price to payees other than the treasurer of the county agricultural conservation association and the producer himself, if any, shall be entered. The name and address of the treasurer of the agricultural conservation association and the producer shall be entered, but the amounts shall not be entered until the net bushels purchased have been determined, at which time the county committee shall fill in the correct amounts. The original of the "Offer of Sale" with all sections completed, except as noted above, must be in the hands of the committee before the producer's wheat is delivered for purchase. The original shall be kept in the county office files and the copy given to the producer.

E. LIEN WAIVERS

The requirements with respect to lien waivers are the same as they are in connection with loans.

F. SERVICE FEES

Collection of 1 cent per bushel service fees shall be made from the purchase price of the wheat by indicating in Section II of the "Offer of Sale" the indebtedness to the county association. (Example: Treasurer, Cass County A. C. A., Fargo, North Dakota \$3.86.)

At the end of each month, an amount equal to 30 percent of the total service fees collected shall be forwarded to the Treasurer of the Commodity Credit Corporation at Washington, D. C. This shall be handled the same as loan service fees except that a simple form of transmittal letter identified as "Transmittal of Service Fees from Wheat Purchase Program" shall be used.

G. PROTEIN ANALYSIS FEE

Each applicant who requests a protein analysis shall pay to the county association, at the time he requests such analysis, an amount for each lot sample which is the exact charge made by the laboratory making the analysis. (This fee shall be in addition to the service fee of one cent per bushel.)

H. GENERAL PROCEDURE

As each producer's wheat is delivered, the county committee shall weigh it,

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secure a representative sample of each lot, and load the wheat in Commodity Credit Corporation-owned bins. The sample for grade determination shall be forwarded immediately to the State Office or other approved laboratory for grade determination, and the protein sample (if any) to an approved protein testing laboratory. Upon receipt of the grade determination, and protein analysis (if any), the county committee shall complete, in quadruplicate, C.C.C. Wheat Purchase Form E (copy attached). The county committee shall then draw a sight draft (1942 C.C.C. Wheat Purchase Form K) on Commodity Credit Corporation for the total purchase price of the wheat delivered, indicating in the spaces provided the names and addresses, and amounts to be paid to the producer and other payees as directed in Section II of the "Offer of Sale." The sum of these amounts must be the exact amount of the total purchase price. The original and first copy of C.C.C. Wheat Purchase Form E shall be attached to the sight draft and delivered to the producer for presentation to the bank. The second copy of Form E shall be retained in the county office files, and the third copies shall be forwarded to the Regional Director of Commodity Credit Corporation serving the area, once a week as purchases are made.

County committees may enter into agreements with warehousemen at the points of delivery whereby the warehousemen will weigh, take representative samples of, and load the wheat into the C.C.C. bins. Warehousemen shall issue scale tickets for each producer's wheat loaded into C.C.C. bins and deliver such tickets to the county committee. Arrangements shall be made for the warehousemen to forward the representative samples to the State Office or other approved laboratories for grade determination, and protein analysis (if any). Each sample must be clearly identified on a letter of transmittal by entering the name of the county, the producer's name and address, and the bin site number. The grade and protein certificates should be sent direct from the laboratories to the proper county office. For weighing, sampling, and loading the wheat into C.C.C. bins, the warehouseman shall receive an amount not to exceed 2 cents per bushel if his own equipment and help are used. If any of the above services are furnished by the county committee or the producer, the warehouseman's allowance shall be reduced accordingly. The warehouseman will invoice the county committee for the amount of his services. Any expense incurred by the county committee other than for sampling and grading the wheat and preparing necessary documents, shall be paid by the county committee on the actual expense basis and claimed as reimbursable expense on WR-County No. 26.

I. RECORDS AND REPORTS

The county committee shall keep a current and accurate record of all purchases of wheat made for storage in C.C.C. bins and at the end of each week shall list on Commodity Loan 23-A, prepared in quadruplicate, all such purchases. The original and one copy of Commodity Loan 23-A shall be forwarded to the Regional Director of Commodity Credit Corporation at

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Minneapolis, one copy forwarded to the State Office, and the other retained in the county office files. The words "Wheat Purchased" should be inserted in the heading of the third column in lieu of "Loan Serial No. or Warehouse Receipt No."

W. E. Dodd
Director, Western Division

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OFFER OF SALE

State _____

County _____

Township _____

Date _____

Address of Producers _____

SECTION I.

I, _____, (hereafter referred to as the undersigned), hereby offer to sell the following lot(s) of _____ to Commodity Credit Corporation, at the price or prices announced by the Corporation under the _____ Purchase Program, for the grade delivered. I certify that to the best of my knowledge, the above commodity meets all the requirements set forth by the Corporation in the purchase program announced for that commodity. I agree to make delivery to a local delivery point designated by your office.

1	:	2	:	3	:	4	:	5
Lot	:	Estimated Amount	:		:	Est.	:	
No.	:	(Bushels or Pounds)	:	Class	:	Moisture	:	
	:		:		:		:	
	:		:		:		:	
	:		:		:		:	
	:		:		:		:	

The undersigned agree(s) that if this offer is accepted and the commodity delivered pursuant to your instructions and the grade determination or any other test made from a representative sample of any of the above lots of the commodity reveals that any of such lots do not meet the eligibility requirements of the Purchase Program, the Corporation shall not be required to purchase such ineligible lots and shall not be liable in any way, for expense incurred in delivery.

SECTION II.

Producer's Representation and Warranty

The undersigned producer(s) represents and warrants that the above-described commodity was produced by or for him in 194____, as landowner, landlord, or tenant, on a farm located in _____ County, State of _____; that he is the owner of said commodity and has a legal right to sell the same; that said commodity is free and clear of all encumbrances and liens, including landlord's liens, except in favor of the lienholders listed herein below. The undersigned offers said commodity for sale to the Commodity Credit Corporation and directs that payment of the purchase price be made as follows:

Pay to	Address	Amount
Treasurer,		
County A.C.A.		*\$ _____
	Total	\$ _____

*This amount, which shall be 1 cent times the net bushels purchased, shall be inserted after net bushels are determined.

Signature of Producer _____

(This form to be mimeographed in State or county office)

SECTION III.

List of Lienholders and Their Waivers

We certify that we are the herein-named holders of liens on the above-described commodity and hereby authorize the sale of said commodity to the Commodity Credit Corporation at the purchase prices shown in Section I hereof and the payment of any proceeds of the sale as directed by the producer.

<u>Names of Lienholders</u> (Including landlords, Federal or State Agencies) If no liens, insert "none"	<u>Signatures of Lienholders</u> (Or agents with duly executed authority)
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_____	_____
_____	_____
_____	_____
_____	_____

SECTION IV.

County Committee's Certification

The undersigned member of the county agricultural conservation committee of the county in which the above-described commodity was produced or the committee's authorized agent certifies to the best knowledge and belief of the committee that the representations and warranties set forth above are true and correct, and that all existing liens on the above-described commodity are listed in Section III, and recommends that said commodity be purchased from the producer.

County Agricultural
Conservation Committee

By _____

(Date)

(County Committeeman)

Section 35 of the Criminal Code of the United States (18 U.S.C.A. 80) reads in part, as follows:

whoever shall knowingly and willfully falsify or conceal or cover up by any trick, scheme, or device a material fact, or make or cause to be made any false or fraudulent statements or representationin any matter within the jurisdiction of any Department or Agency of the United States or of any Corporation in which the United States of America is a stockholder, shall be fined not more than \$10,000 or imprisoned not more than ten years, or both."

Form No. 1
 State of Minnesota
 Department of Agriculture
 Bureau of Plant Industry
 St. Paul, Minnesota

By County Committee

(2)	Date of Purchase	
(2)	Producer's Name and Address	
(3)	Gross Weight	
(4)	Dockage	
(5)	Net Bushels Purchased for C.C.C. Bin Storage	
(6)	Test Weight	
(7)	Moisture	
(8)	Total Damage	
(9)	Percent of other Classes	
(10)	Grade and Class	
(11)	Protein Content	
(12)	Price per Bushel	
(13)	Amount of Purchase	

Prepare in quadruplicate.

Original and first copy must be attached to Sight Draft.

Second copy retained in county office files.

Third copy to C.C.C., Minneapolis, Minnesota.

*To be filed in wheat when wheat is placed in C.C.C. bin

Signature Member of County Committee

(Supply of this form to be mimeographed in State or county office)

State
County
Address of Committee

		Date
On demand pay to order of	\$	
Name and Address	\$	
Name and Address	\$	
Name and Address	\$	
Name and Address	\$	
Total	\$	

County _____
Agricultural Conservation Committee
By _____
Committeeman

(This form will be supplied you on request by the Regional Director of Commodity Credit Corporation serving your area)